

Republican
National
Committee

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Federal Election Commission
Attn: David Butler, Senior Campaign Finance Analyst
999 E Street, NW
Washington, DC 20463

June 16, 2014

Re: Republican National Committee (C00003418) Schedule C-1, June Monthly Report

Dear Mr. Butler,

The Republican National Committee (C00003418) modified the terms of its loan agreement with BB&T Bank on May 31, 2014. Enclosed is a signed copy of Schedule C-1 and a copy of the fully executed loan agreement for your records. Additionally, we will include an electronic copy of Schedule C and C-1 on our June monthly filing.

Please do not hesitate to contact me if you require any additional information.

Sincerely,

Ben Ottenhoff
Chief Financial Officer
Republican National Committee
Ph: 202-863-8778

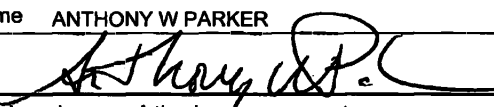
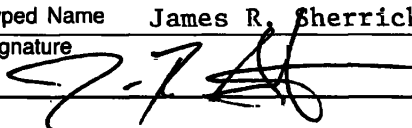


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SCHEDULE C-1 (FEC Form 3X)**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

Federal Election Commission, Washington, D.C. 20463

Supplementary for
Information found on
Page ____ of Schedule C

NAME OF COMMITTEE (In Full) REPUBLICAN NATIONAL COMMITTEE		Transaction ID : 2014M06SC1001		FEC IDENTIFICATION NUMBER C00003418	
LENDING INSTITUTION (LENDER) Full Name BB&T		Amount of Loan 5000000.00		Interest Rate (APR) LIBOR+2.0 %	
Mailing Address 1909 K STREET NW		Date Incurred or Established 05 / 31 / 2014		Date Due 05 / 30 / 2016	
City WASHINGTON	State DC	Zip Code 20006	Back Ref 2014M0610C001		
A. Has loan been restructured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		If yes, date originally incurred 06 / 14 / 2010			
B. If line of credit, Amount of this Draw: 0.00		Total Outstanding Balance: 0.00			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)					
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: CHATTEL PAPER, DEPOSIT ACCOUNTS, GENERAL INTANGIBLES AND PERSONAL PROPERTY				What is the value of this collateral? 13000000.00	
				Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify:				What is the estimated value? 0.00	
A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: 06 / 14 / 2010				Location of account: BB&T Address: 1909 K STREET NW City, State, Zip: WASHINGTON DC 20006	
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.					
G. COMMITTEE TREASURER Typed Name ANTHONY W PARKER Signature 				DATE 05 / 31 / 2014	
H. Attach a signed copy of the loan agreement.					
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.					
AUTHORIZED REPRESENTATIVE Typed Name James R. Sherrick Signature 				DATE 05 / 31 / 2014	
Title SR. VICE PRESIDENT					

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**OMNIBUS MODIFICATION TO PROMISSORY NOTE AND CREDIT AND
SECURITY AGREEMENT**

THIS OMNIBUS MODIFICATION TO PROMISSORY NOTE AND CREDIT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of May 31, 2014, by and among the REPUBLICAN NATIONAL COMMITTEE, an unincorporated association with an office and principal place of business at 310 First Street, SE, Washington, D.C. 20003 ("Borrower") and BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation with offices at 1909 K Street, NW, Washington, DC 20006 ("Lender").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender that certain Promissory Note in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Loan") dated June 14, 2010 (as modified from time to time, the "Note"), which Note and the indebtedness evidenced thereby or otherwise payable under the Loan Documents (as defined below) (the "Indebtedness"), is secured by that certain Credit and Security Agreement (as modified from time to time, the "Credit Agreement"), between Borrower and Lender dated June 14, 2010. The Note, the Credit Agreement, this Amendment and all other documents evidencing, securing, guaranteeing, indemnifying or governing the Indebtedness, if any, are hereinafter collectively referred to as the "Loan Documents").

WHEREAS, Borrower has requested that Lender agree to certain modifications and amendments to the Loan and the Loan Documents (collectively, the "Loan Modification"), and Lender has agreed to such Loan Modification, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the matters described in the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represent, warrant, covenant and agree as follows:

1. **Recitals/Capitalized Terms.** The recitals set forth above are incorporated herein. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. **Borrower's Acknowledgments.** Borrower represents, warrants, acknowledges and agrees that as of the date of this Amendment: (a) no breach, default or event which, with the passage of time, the giving of notice or both would become a default, exists under any of the Loan Documents; (b) all of the provisions of the Loan Documents, including without limitation all representations and warranties set forth

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therein, are unchanged, except as expressly amended hereby, are in full force and effect and are hereby ratified and confirmed as true and complete without exception as of the date hereof; and (c) this Amendment and the other Loan Documents will not and do not contravene or constitute an event which itself or which, with the passing of time or giving of notice or both, would constitute a default under any deed of trust, loan agreement, indenture or other agreement to which Borrower is a party or by which Borrower or any of Borrower's property is bound.

3. **Ratification.** Nothing herein contained shall in any manner impair the enforceability or validity of the Note, the Credit Agreement or any of the Loan Documents, or any other security for the indebtedness held by Lender, or alter, waive, annul or affect any provision, condition, or covenant therein or any rights, powers or remedies thereunder, except as specifically provided in this Amendment. It is the intent of the parties hereto that the terms and provisions of the Note, the Credit Agreement and the Loan Documents shall continue in full force and effect except as specifically modified hereby, and that such terms and provisions, as so modified, are hereby ratified and confirmed. Nothing herein contained is intended as, or shall be construed as, a novation or alteration of the liens, security agreements, guarantees and assignments evidenced by any other Loan Document, all of which liens, security agreements, guarantees and assignments continue to reflect and retain, without diminution or alteration, their original enforceability, priority and rank.

4. **Conditions Precedent to Loan Modification.**

(a) The obligation of Lender to close the Loan Modification is subject to the continuing accuracy and validity of all representations, warranties and covenants set forth in the Loan Documents and in Section 2 of this Amendment.

(b) All reasonable fees, charges, costs, and expenses incurred by Lender or its representatives in connection with the closing of the Loan Modification, including reasonable attorneys' fees and disbursements, shall promptly be paid by Borrower upon request from Lender.

(c) Borrower shall have paid, or caused to be paid, to Lender simultaneously herewith a modification fee in the amount of One Thousand and No/100 Dollars (\$1,000.00).

(d) Borrower shall have executed and delivered to Lender an original counterpart to this Amendment and shall have caused such document to be dated as of the date hereof.

(e) Borrower shall have delivered to Lender, with respect to the Loan Modification described herein, a certificate of authority for Borrower substantially as set forth in Exhibit A hereto, duly executed by the appropriate officer or officers of Borrower.

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(f) Borrower shall have re-certified to Lender, and hereby warrants, represents and certifies to Lender, that there are no actions, suits or proceedings pending or threatened against or affecting Borrower or the properties of Borrower before any court or governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Borrower, would have a material adverse effect on the financial condition, properties or operations of Borrower, except as disclosed on Schedule 1 hereto.

5. Omnibus Amendment to Loan Documents. The Loan Documents are hereby modified as follows:

(a) After the date hereof, references in the Note or the Credit Agreement to the "Note", the "Credit Agreement", or any of the other Loan Documents, shall mean such corresponding Loan Document, as modified by this Amendment.

6. Modification of the Note. The Note is hereby modified as follows:

(a) The reference to the date of "May 30, 2014" contained in the first (1st) paragraph of the Note is hereby deleted in its entirety and the following inserted in lieu thereof: "May 30, 2016".

7. Miscellaneous. The parties hereby further agree as follows:

(a) Further Assurances. Borrower agrees to sign, execute and deliver and to do or make, upon the written request of Lender, any and all agreements, instruments, papers, deeds, acts or things, as may be reasonably required by Lender to effectuate the purpose of this Amendment and the other Loan Documents.

(b) Completeness and Modification. This Amendment shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior discussions, understandings, agreements and negotiations between the parties hereto. This Amendment and the other Loan Documents may be modified only by written instrument duly executed by all of the parties hereto.

(c) Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law. This Amendment and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the District of Columbia, excluding the principles of conflicts of laws.

(e) No Partnership. This Amendment and the Loan Documents do not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto except the relationship as debtor and creditor specifically established by the Loan Documents.

(f) Headings. Paragraph or other headings contained in this Amendment are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Amendment.

(g) Counterparts. This Amendment may be executed in any number of counterparts and each such duplicate original shall be deemed to be an original.

(h) Time of Essence. Time is of the essence of this Amendment and of each and every term, covenant and condition herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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WITNESS THE FOLLOWING SIGNATURES AND SEALS, (i) the Republican National Committee, an unincorporated association having caused its seal to be hereunto affixed, and these presents to be executed on its behalf by Reince Preibus, its Chairman and Anthony W. Parker, its Treasurer, and does hereby appoint the said Reince Preibus and Anthony W. Parker as its attorneys-in-fact to acknowledge and deliver these presents as its act and deed as of the day first appearing above and (ii) Branch Banking and Trust Company, a North Carolina corporation, having caused this instrument to be signed on its behalf by James R. Sherrick, its Senior Vice President and does hereby appoint the said James R. Sherrick as its attorney-in-fact to acknowledge and deliver these presents as its act and deed as of the day first appearing above.

Witness:

Reince Preibus

REPUBLICAN NATIONAL COMMITTEE

By:

Reince Preibus (SEAL)
Name: Reince Preibus
Title: Chairman

Witness:

Anthony W. Parker

By:

Anthony W. Parker (SEAL)
Name: Anthony W. Parker
Title: Treasurer

DISTRICT OF COLUMBIA

COUNTY/CITY OF WASHINGTON

This instrument was acknowledged before me this 27th day of May, 2014 by Reince Preibus, Chairman as attorney-in-fact of the Republican National Committee, the Borrower herein.

ALV S

Notary Public

(Notary Seal)

My Commission expires: 8/31/2014



DISTRICT _____ OF Columbia)

COUNTY/CITY OF WASHINGTON)

This instrument was acknowledged before me this 27th day of May, 2014 by Anthony W. Parker, Treasurer as attorney-in-fact of the Republican National Committee, the Borrower herein.

Andrew V. Stenberg
Notary Public (Notary Seal)

My Commission expires: 8/31/2016



Witness:

W. J. ...

BRANCH BANKING AND TRUST COMPANY,
a North Carolina corporation

By:

J. R. Sherrick (SEAL)
Name: James R. Sherrick
Title: Senior Vice President

Exhibit A
CERTIFICATE OF AUTHORITY

The undersigned, the Secretary of the Republican National Committee (the "Borrower"), does hereby certify, as of the 31st day of May, 2014, that REINCE PREIBUS is the Chairman of the Borrower, and ANTHONY W. PARKER is the Treasurer of the Borrower, and that the signature below is his/her true signature, and does hereby further certify as follows:

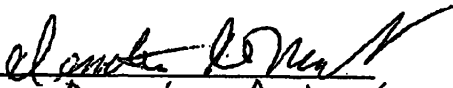
Pursuant to *The Rules of the Republican Party* and Resolutions of the Republican National Committee, Reince Priebus, as the Chairman, and Anthony W. Parker, as the Treasurer, of the Republican National Committee each have the authority, acting alone, on behalf of the Borrower from time to time and upon such terms as may seem advisable, to borrow moneys from Branch Banking and Trust Company, or any successor to such Bank, through the use of a revolving line of credit, term loan facility or otherwise; to repay any moneys so borrowed; to make, issue and deliver to said Bank promissory notes and renewals thereof, and extensions, amendments and modifications thereto, and any other written promises or obligations, for the repayment of any sums borrowed from said Bank; to sell to or discount with and to endorse, assign, and deliver to said Bank any instruments, receivables, negotiable paper, chattel paper, securities, or contracts owned by the Borrower; to pledge and deliver, to assign, and to grant security interests to said Bank, in any tangible and/or intangible personal property of any nature whatsoever, and to execute, acknowledge, deliver and perform under such promissory notes, security agreements, financing statements, assignments or other agreements or writings as may be necessary or appropriate to establish and maintain perfected security interests or to effectuate fully the purpose hereof.

Genuine signatures of (i) Reince Priebus, the duly elected, qualified and acting Chairman of the Republican National Committee, and (ii) Anthony W. Parker, the duly elected, qualified and acting Treasurer of the Republican National Committee, are set forth below:

Signature: 
Name: Reince Priebus
Office: Chairman

Signature: 
Name: Anthony W. Parker
Office: Treasurer

The undersigned, the duly elected, qualified and acting Secretary of the Republican National Committee, has executed this Certificate of Authority as of the 27th day of May, 2014.

By: 
Name: Demetra DeMonte
Title: Secretary

Schedule 1

LIST OF ACTIONS, SUITS OR PROCEEDINGS

- *Janvey v. Democratic Senatorial Campaign Committee Inc., et. al*, 3:20-cv-00346-F (N.D. Texas) (filed 2/19/10)
The RNC is one of five national political committees named in a suit to recover monies contributed over the course of the last decade based on a theory of fraudulent transfer under state law. On June 22, 2011, the court granted summary judgment for the plaintiff and ordered the RNC to pay \$140,241. The plaintiff is also seeking attorney fees from all five defendants in an amount exceeding \$600,000 total. The RNC and all four co-defendants have appealed to the Fourth Circuit. The RNC is represented by Mark Shank, of Gruber Hurst Johansen & Hail LLP.
- *Sylvester v. Cevchra et al.*, No. GN 501,506 (District Ct., Travis County Tex.)
The RNC is one of eight defendants in a suit brought initially in 2005 by three Texas state legislative candidates alleging conspiracy to violate Texas election law. Discovery is on hold while related criminal trials (in which neither the RNC nor any RNC employees are defendants) proceed. The RNC is represented by Terry Scarborough, of Hance Scarborough LLP, in this case.

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6/16/2014

From: (202) 863-8500

Benjamin Ottenhoff

Republican National Committee

310 1st St SE

Washington, DC 20003

Origin ID: XSMA



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David Butler

Federal Election Commission

999 E St NW

WASHINGTON, DC 20463

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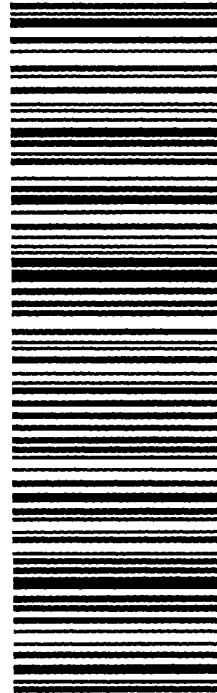
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<input type="checkbox"/> Other (Specify):	Date of Receipt or Postmarked
 PREPARER (8/2013)	<i>6/17/14</i> DATE PREPARED

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